UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of

Name of Registrant Charles von Loewenfeldt, Inc.		Name of Foreign Principal
		The Japan Foundation
<u></u>	Check Appro	priate Boxes:
. [XX]	The agreement between the registrant an written contract. If this box is checked,	d the above-named foreign principal is a formal attach two copies of the contract to this exhibit.
2. []	agreement with the above-nameu lotergu	een the registrant and foreign principal. The principal has resulted from an exchange of attach two copies of all pertinent correspondence, which has been adopted by reference in such
3. []	of neither a format written contract nor	n the registrant and foreign principal is the result an exchange of correspondence between the partie description below of the terms and conditions of t ration, the fees and the expenses, if any, to be
		MICHAL DIVISION AND AND AND AND AND AND AND AND AND AN
		Bauce of the above majorion appropriate
4. Desc unde	cribe fully the nature and method of period erstanding.	

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The activities that Registrant will engage in to fulfill the terms of this agreement are contained in para. C. of the attached Letter of Agreement.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes No [XX]

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

January 18, 1991

Name and Title

Susan Crosier Executive Vice President Signature

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or efficial of the Government of the United States or any section of the public within the United States with reference to formulating, indepting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



LETTER OF AGREEMENT

A -- This Letter of Agreement is between THE JAPAN FOUNDATION and the public relations firm of CHARLES VON LOEWENFELDT, INC. (CVL, Inc.)

B -- It is mutually understood and agreed that The Japan Poundation entrusts to CvL, Inc. responsibility for organizing, publicizing and coordinating in the United States the project known as "the 1991 Japan Foundation Study Tour Program for Secondary School Teachers."

C -- In the above regard, CvL, Inc. will (1) make known to America's educational community the availability of the Japan Foundation study tour for visiting Japan September 25 - October 9; (2) appoint and coordinate the deliberations of a Selection Committee to select the twenty most qualified teachers from among those applying for the study tour; (3) notify said twenty teachers of their being selected and assist them in preparing for the Japan visit; (4) plan and present a general advance briefing in San Francisco for the selected teachers on the eve of their departure for Japan; and (5) maintain close coordination with the Japan Foundation, keeping the Foundation informed of the program's progress.

D -- It is further agreed that the Japan Foundation will pay CvL, Inc. the sum of \$20,725 to cover professional services, operating costs and out-of-pocket expenses incurred in carrying out the activities specified in C above -- said expenses are estimated to be as follows:

- Preparation and distribution of 5,000 announcement brochures Distribution of press releases Relating to judging and selection of 20 study tour participants Correspondence, telephone charges, distribution of background materials to the 20 selected participants Overnight hotel accommodations and meals for 20 teachers and 2 CvL staff attending San Francisco briefing;	\$4,100. 675. 3,100.
meeting-room charges; materials for go briefing sessions	5,200.
- For professional services	\$14,725. \$6,000. \$20,725.

0

(1991 LETTER OF AGREEMENT)

Page 2.

E -- It is further understood and agreed that upon signing of this Letter of Agreement by both parties, CvL, Inc. will bill and the Japan Foundation will pay \$6,775 to cover expenses incurred at the outset and in the early stages of the program. An additional \$6,750 shall be paid CvL, Inc. prior to the selection in July of the 20 study tour participants. The balance of \$7,200 will be billed and payable as of October 15, 1991. It is also understood and agreed that the total CvL, Inc. billing to the Japan Foundation will not exceed \$20,725, unless authorized to do so in writing by the Japan Foundation.

For THE JAPAN FOUNDATION

dated January 18,1991

For CHARLES VON LOEWENFELDT, INC.

dated Jan 15 1991